

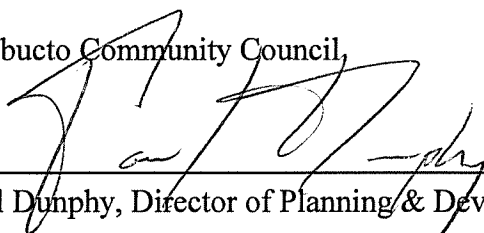


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

8.1

Chebucto Community Council
January 9, 2006

TO: Chebucto Community Council,

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: December 16, 2005

SUBJECT: **Case 00852: Amendment to Development Agreement, Stoneridge on the Park Subdivision, Halifax**

ORIGIN

- June 27, 2005 refusal by Chebucto Community Council of an application by United Gulf Developments Limited to amend the existing development agreement for Stoneridge on the Park (formerly Stanley Park) to permit seven additional lots, with no increase in overall density, in exchange for additional park infrastructure;
- September 2005 application by United Gulf Developments Limited for the same development proposal as noted above.

RECOMMENDATION:

It is recommended that Chebucto Community Council:

1. **Refuse to amend the development agreement for Stoneridge on the Park Subdivision, Halifax. Pursuant to Section 230(6) of the *Municipal Government Act*, Council is required to provide reasons to the applicant justifying this refusal, based on the policies of the Municipal Planning Strategy.**

BACKGROUND

On June 27, 2005, Chebucto Community Council refused to amend the existing development agreement for Stoneridge on the Park Subdivision to permit seven additional lots along Walter Havill Drive in exchange for additional park infrastructure (Refer to Attachment C - Staff Report for Case #00647). Three of the seven proposed lots are on land which is currently approved as HRM parkland under the existing agreement. The reasons for Council's refusal were as follows:

- visual disturbance, tree retention and non-disturbance issues: the views from houses on Ridgepark Lane would be affected if the subject land, which is currently approved for parkland and multi-unit development, were to be developed with seven single unit dwellings, as some trees and park area would be lost and houses would be visible;
- a desire to keep the current amount of approved parkland, as existing property owners purchased their properties with the understanding that 12,000 sq. ft. of the subject land was approved as parkland and thus would not be developed;
- environmental concerns over the impact of the proposed seven lots on Hail Pond and its inlet brook;
- concerns that the \$65,000.00 figure proposed for park infrastructure in exchange for the land was too low and did not accurately reflect its true value.

The applicant chose not to appeal Council's refusal to the N.S. Utility and Review Board. Rather, the applicant has re-submitted the exact same proposal for Council's reconsideration. The draft development agreement is included as Attachment A.

Public Comment:

As the applicant has not changed the proposal as a result of concerns raised by the public and Council, a Public Information Meeting has not been held.

The minutes of the public hearing of June 27, 2005 are included as Attachment B.

BUDGET IMPLICATIONS

None.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

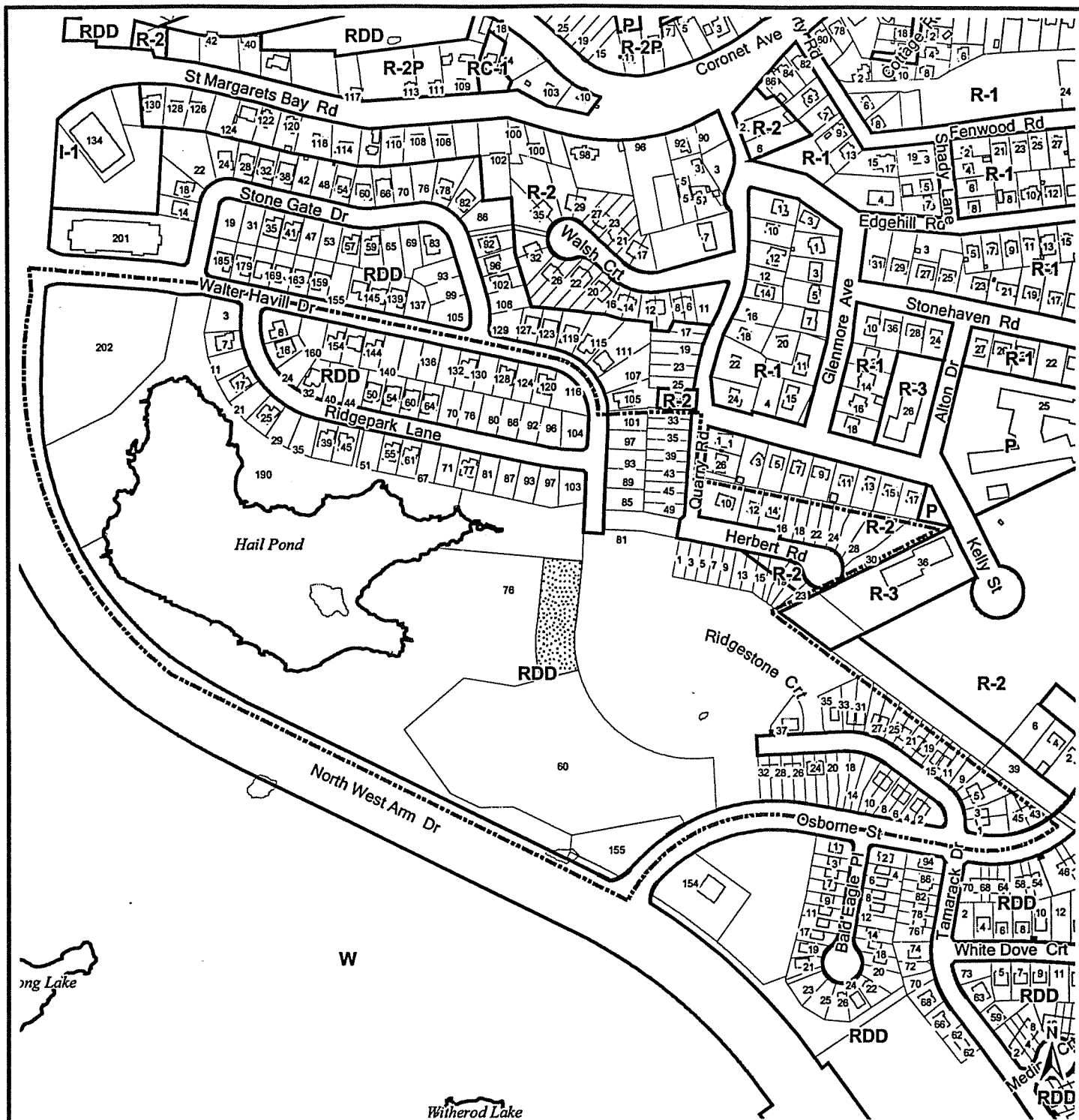
1. Council may refuse to amend the existing development agreement and, in doing so, must provide reasons based on conflict with existing MPS policy. This is the recommended course of action. There is no obligation to hold a public hearing if this course of action is taken.
2. Council may approve the amending development agreement. If Council wishes to consider approval, a public hearing must be held.
3. Council may choose to approve the amending development agreement with modifications which are acceptable to the applicant. Such modifications may require further negotiations with the applicant and/or revisions to the attached amending agreement.

ATTACHMENTS

Map 1	Zoning and Area of Notification
Attachment A	Draft Development Agreement with Schedule "C"
Attachment B	Minutes of Public Hearing, June 27, 2005
Attachment C	Staff report dated May 13, 2005



Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Paul Sampson, Planner I, Planning and Development Services, ph.490-6259



Map 1 - Location and Zoning

Walter Havill Drive
Halifax

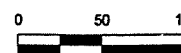
-  Subject area
-  Area of notification

Halifax Mainland By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- R-3 Low Rise Apartment
- RC-1 Neighbourhood Commercial
- RDD Residential Development District
- I-1 General Industrial
- P Park and Institutional
- W Watershed

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



This is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland By-Law area.

HRM does not guarantee the accuracy of any representation on this plan.

Attachment A

THIS AMENDING AGREEMENT made this day of , 2006
BETWEEN:

UNITED GULF DEVELOPMENTS LTD

a body corporate, in the County of
Halifax, Province of Nova Scotia,
hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS North American Real Estate Limited and the City of Halifax have previously entered into a development agreement (Municipal Case #5419) for the Stanley Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use Bylaw recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the "Existing Agreement").

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Halifax City Council on May 11, 1995 (Municipal Case #5419), the said agreement being recorded at the Registry of Deeds at Halifax in Book 5749 at pages 1249 - 1254 (hereinafter called the " First Amending Agreement").

AND WHEREAS an amendment to the First Amending Agreement was subsequently approved by Chebucto Community Council on February 14, 2000 (Municipal Case #00183), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6546 at pages 1113 - 1116 (hereinafter called the " Second Amending Agreement").

AND WHEREAS an amendment to the First Amending Agreement was subsequently approved by Chebucto Community Council on January 15, 2001 (Municipal Case #00317), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6708 at pages 1003 - 1005 (hereinafter called the " Third Amending Agreement").

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Chebucto Community Council on August 25, 2003 (Municipal Case #00582), the said

agreement being recorded at the Registry of Deeds at Halifax in Book 7475 at pages 395 - 397 (hereinafter called the "Fourth Amending Agreement").

AND WHEREAS North American Real Estate Limited has conveyed certain properties within the Stanley Park Residential Development to the developer.

AND WHEREAS the Developer has requested a further amendment to the First Amending Agreement and the Existing Agreement;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting on the day of , 2006, referenced as Municipal Case Number 00852 (hereinafter called the "Fifth Amending Agreement");

THEREFORE in consideration of the benefits accrued to each party from covenants herein contained, the parties agree as follows:

1. Schedule C (Plan #001 filed in the Halifax Regional Municipality Planning and Development Services as Case #00647 (Plan #00647-001)) attached hereto shall form part of the Existing Agreement.
2. Section 10 of the First Amending Agreement shall be amended by adding clauses (e), (f), (g) and (h) to read as follows:
 - (e) Notwithstanding clauses 3 (c) and 5 of the Existing Agreement and clauses 1, 2, 10 (a) and 10 (c) of this agreement, seven (7) R-0 single family dwellings / building lots shall be permitted along Walter Havill Drive as shown on Schedule C of the Existing Agreement (Plan #00647-001). The boundaries of Hail Pond Park (Park E) and Site C shall be revised accordingly. Development of the seven lots shall comply with the requirements of clause 3 (ha) of the Existing Agreement.
 - (f) The Developer agrees to contribute an equivalent value of \$65,000.00 worth of resources towards the development (design and construction) of Hail Pond Park (Park "E"), which shall be designed by a qualified professional and constructed as per the HRM Park and Open Space Planning Guidelines. The Developer agrees that the design and detailed cost estimates shall be submitted to HRM and reviewed and approved by the Development Officer, in consultation with HRM Real Property Planning. The Developer shall supply a security deposit in the amount of \$71, 500.00 (110 percent of the \$65,000.00) prior to the final subdivision approval of any of the proposed 7 lots. The security deposit shall be in the form of a certified cheque or letter of credit issued by a chartered bank to the Development Officer. Should the developer not complete the park development (design and construction) as outlined above within twelve months of the subdivision approval of any of the 7 lots, the Municipality may use the deposit to complete the park development as set out above. Any

unused portion of the security deposit shall be returned to the developer upon completion of the work in accordance with the approved design.

- (g) In addition to the requirements of clause (f) above, the Developer shall construct a trail around Hail Pond as shown on Plan No. P200-20332 of Case No. 5419. The trail design shall be such that it allows for fish passage where it crosses the outlet of Hail Pond. The Developer agrees that the design and detailed cost estimates shall be submitted to HRM and the final design and location shall be determined and approved by the Development Officer in consultation with HRM Real Property Planning and the Development Engineer. No Occupancy Permit shall be issued for any multiple-unit building on Site C / Phase 3C (Parcel S3-AB1, PID# 41163932) unless:

(i) the construction of the trail around Hail Pond is completed to the satisfaction of the Development Officer / Real Property Planning and the remainder of Hail Pond Park is conveyed to the Municipality following the completion of the trail and park development outlined in clause (f), or

(ii) the Developer supplies a security deposit in the amount of 110 percent of the estimated cost of completing the trail and the remainder of Hail Pond Park is conveyed to the Municipality. In this event, the trail is to be completed by the Developer within 12 months of the provision of the security deposit or the Municipality may use the deposit to complete the trail as set out above. Any unused portion of the security deposit shall be returned to the developer upon completion of the work in accordance with the approved design.

All other terms and conditions of the Existing Agreement and the First Amending Agreement shall remain in full force and effect.

Time shall be of the essence of this Fifth Amending Agreement.

This Fifth Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals
as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) **UNITED GULF DEVELOPMENTS LIMITED**

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) Per _____

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) **HALIFAX REGIONAL MUNICIPALITY,**

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) Per _____

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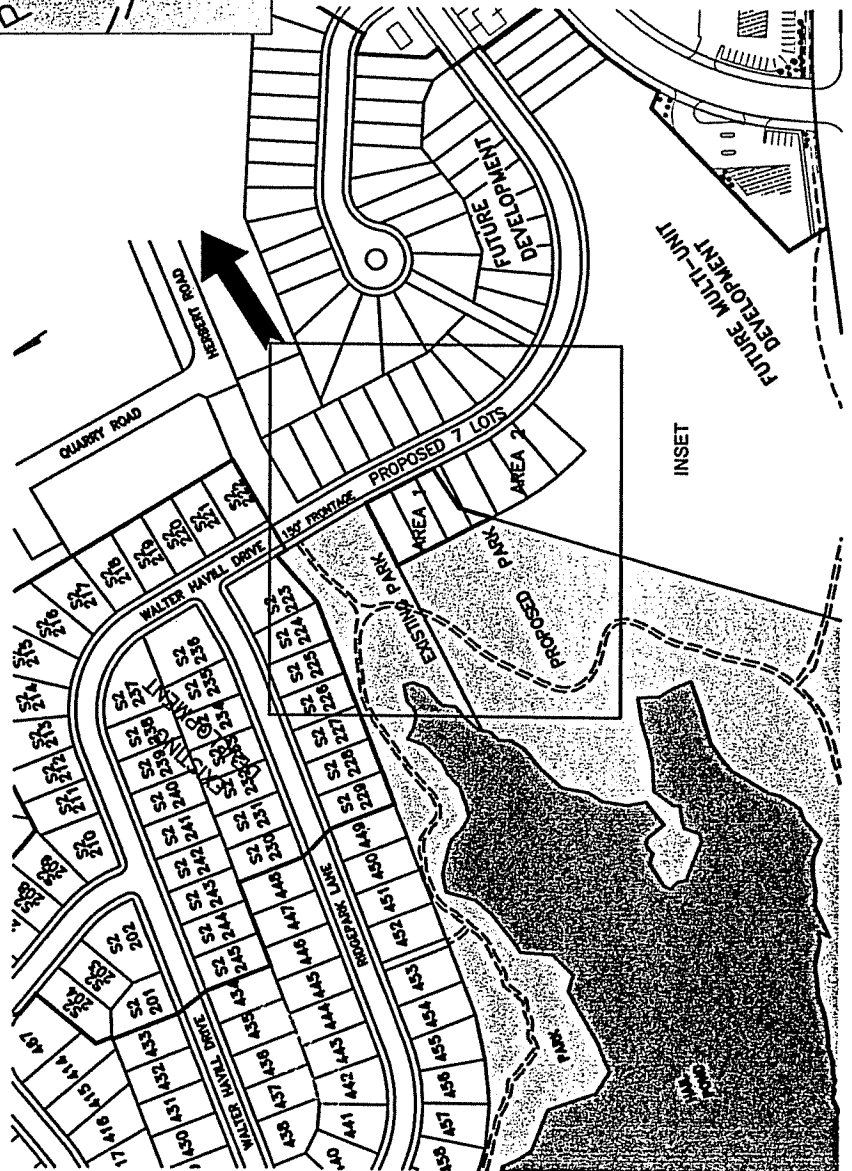
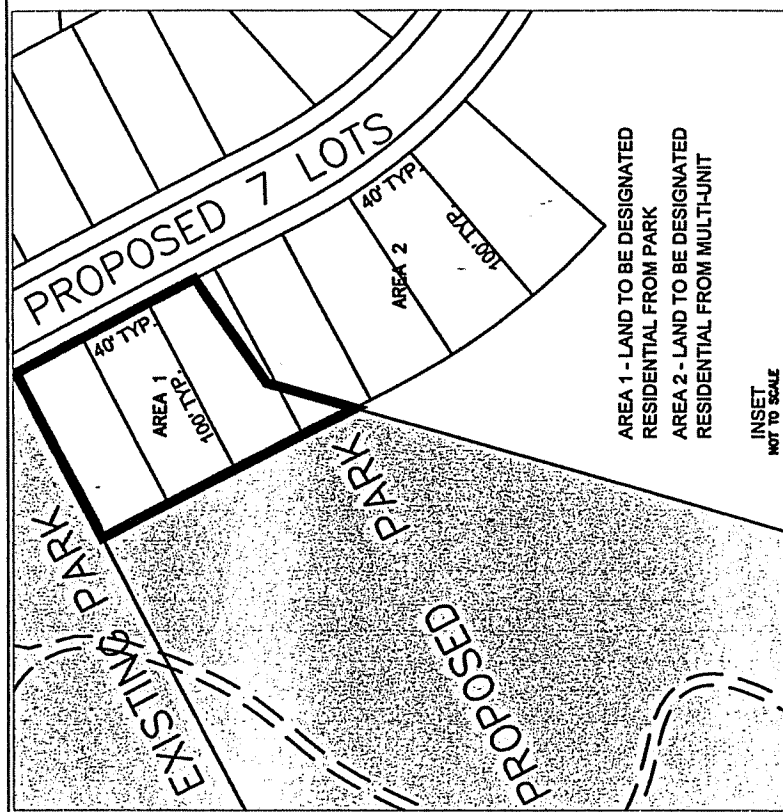
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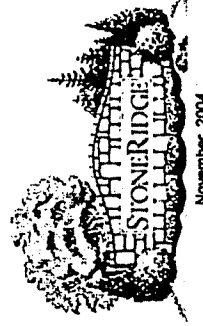
Municipal Clerk

STONERIDGE ON THE PARK

PROPOSED LAND USE CHANGE



United Gulf Developments Limited
200 West Highway 100
Suite 100
Tampa, FL 33607
Tel: (813) 433-7773
Fax: (813) 433-7773



November, 2004

8. PUBLIC HEARINGS

ATTACHMENT B

8.1 Case 00647: Amendment to Development Agreement, Stoneridge on the Park Subdivision, Halifax

- A staff report dated May 13, 2005 was before Community Council.
- A written (e-mail) submission was received from Dr. Esther Enns dated Friday, June 24, 2005.
- A written (e-mail) submission was received from Ms. Suzanne Boylan dated Monday, June 27, 2005.

Mr. Paul Sampson, Planner, presented the report. He indicated Mr. Rob Jahncke, Senior Parkland Planner, HRM's Real Property and Asset Management (RPAM) was also in attendance to respond to questions if required.

Councillor Mosher read the public hearing guidelines then called for any speakers for or against the proposed amendments.

Public Speakers:

1. **Ms. Esther Enns, Halifax**

Ms. Enns presented a written submission (e-mail dated June 24, 2005) with photo. The information is on file in the Municipal Clerk's Office.

Concerns outlined in Ms. Enns's submission include:

- **Environmental:** buffer between Hail Pond and the proposed lots, protection of natural amenities/environmental sensitive areas and lack of a landscaping plan.
- **Economic:** The terms of the transaction for the three "reserved parkland lots" to the developer appear to be in conflict with HRM's Real Estate Policy that capital assets be disposed of at fair market value. The scope and value of "in-kind services" offered by the developer has not been properly described. The staff report does not disclose how the property value was established. If Community Council decides to exchange the land for cash then it must be done through a public tender process and anything less must be seen as a significant subsidy to United Gulf Developments. The scope and value of "in-kind services" offered by United Gulf are not adequately described.
- **Planning and Design:** Public parkland is an extremely important amenity and residents should not be asked to give up 12,000 square feet of this rare amenity. The back sides of several proposed dwellings will become a permanent visual fixture on the Hail Pond shoreline. The attached photograph shows clearly the proposal will change the landscape and diminish enjoyment of my property. The staff report minimizes the significance of this loss to the community.

Ms. Enns urged Chebucto Community Council to refuse the amending agreement.

2. Mr. Ross Miller, Halifax

- His property backs onto Hail Pond and he is offended as a business man and taxpayer that the three lots can go for so little money. \$65,000 is nothing in today's world. Be more specific. We want more money for the property and a more concise presentation of what we will get for the \$65,000.
- Greater Homes/United Gulf have already put in water and sewer to those lots and this amendment has not yet been approved. This speaks ill of city planning and this Council as you are permitting this to happen.
- There is still garbage in the brook from the last phase of development and you cannot swim in it.
- The path was supposed to be completed around the lake but is still not done.
- The Community does not want a playground.
- Please read Dr. Enns' information.

Councillor Mosher responded to a question from Mr. Miller that the issue of the "twin towers" will not be discussed at this time but staff will be available to discuss the matter after the public hearing.

3. Louis DeMontbrun , Vice-President, United Gulf Developments

- United Gulf purchased the land in 2000.
- Lot sizes were increased significantly to 50' wide as opposed to 32'.
- House designs and use of stone enhance the look and feel of the community.
- The seven (7) additional lots, three (3) of which are now parkland, are still owned by United Gulf and not yet deeded to HRM.
- Four lots are to be removed from the area for the multiple-unit buildings in Site C.
- \$65,000 will be given in kind toward design and construction of Hail Pond park. The form and location is up to HRM and the community. The work is to be completed within twelve (12) months of the approval for the subdivision of the seven (7) lots.
- Funding will enhance the park.
- Walter Havill Drive will be connected as part of the next phase of development.
- Majority of construction traffic for Waterton will be off Osborne Drive.
- Underground parking will be off Osborne and will limit traffic on Walter Havill Drive.
- The new lots will be 168' from Hail Pond.

4. Mr. David Johnstone, Halifax

- He is against the amendment.
- He expressed concern with the lack of development to the existing agreement as the walkway around the park is not complete. Expressed concern that the walkway is in some way connected to this latest amendment.
- View Plane is a concern.
- The Community is not sure where the "towers" will be so it is hard to determine the view plane. He added that he heard the "towers" will be in line with the seven lots and if that is not true, can it be clearly stated.

- His observation after living twelve years across from a public playground is that it is wonderful to see small children play there during the day but at night it is sex/drugs/rock'n roll. He added he is strongly against a playground until considerable thought has gone into this.

Councillor Mosher commented that the twelve (12) unit building will not be coming to Community Council as it was part of the 1995 agreement. Mr. Steve Higgins, Development Officer, commented that there is no application at this time. Mr. Sampson will speak to this issue after the public hearing.

5. Mr. Jim Connolly, Halifax

Mr. Connolly presented a written submission. A copy is on file in the Municipal Clerk's Office. He commented that his property backs onto hail pond and the image from his office window will be disturbed. He requested Community Council refuse the proposal for the following reasons:

1. The Community cannot afford to give up any of its parkland. The goals of the Regional Plan have a high priority placed on parkland by HRM residents. \$65,000 is too low. If sold, the sale should go to tender to establish the true market value.
2. Current proposal - lots are approximately 170' from the lake but this does not take into account the existing wetlands. A watershed impact assessment should be done and comments obtained from the Halifax Watershed Advisory Board.
3. Process leading up to tonight's meeting and objectivity of staff's report must be scrutinized. All this work has been done and it seems like an unusual risk for a Developer who thinks his development might be turned down. Road surface will be weakened during removal of underground services.

6. Ms. Alana Kerr, Halifax

- She commented that she could not make a good decision based on the information supplied in the staff report. Her concern is with the wetlands and buffer zones - designation is open water? She is not sure whether the land or the wetlands end there. She suggested city planning staff provide more topography of the land in order to make an informed decision.

7. Ms. Cathy Roberts, Halifax

- She questioned the process adding she has noticed that water (services) is already installed etc. She added it would be helpful for those present if Community Council could address the issue as to how the process works as the notion of a public hearing is to get input but the "process" has already started.

Councillor Mosher explained the public process indicating that staff receive a request for an amendment and the next steps are: 1. A public information meeting. 2. A public hearing is scheduled. 3. Public notification is sent out to residents in a 30 metre radius. Councillor Mosher indicated she added an additional thirty-two (32) streets to the notification area. She further explained that the public offer comment at the public hearing,

then Community Council votes on whether the development meets the existing policies (MPS and LUB) and not whether people are for or against the proposal. She added some residents are commenting that this looks like a 'done deal' but it is not. She added that one seventeen (17) storey building was turned down. Councillor Mosher advised she will have staff comment on the water lines after the public hearing.

8. Mr. Ted Mitchell, Design Manager, United Gulf

- Responding to concerns raised regarding services being in the road already, he indicated that the amendment has been in the hands of staff for quite sometime.
- There was positive response during the public information meeting.
- The Developer had to build the road and had to make a decision, "Do we take a chance and put the services in while building the road or do we wait?" They took a chance and put the services in explaining that if they had waited, they would have had to tear up the road to put the services in later.

Councillor Mosher gave the third and final call for speakers for or against the proposed amendments. Hearing none it was **MOVED BY Councillor Walker, seconded by Councillor Hum that the public hearing be closed. MOTION PUT AND PASSED UNANIMOUSLY.**

Mr. Paul Sampson, Planner, provided the following comments in response to concerns raised by the public:

- buffer: proposed lots to water courses: current RDD guidelines in MPS require 30' setback from water courses - Hail Pond, streams and water courses.
- Regional plan: proposes greater setbacks - the current draft - 30 metre or 100' is the proposed setback. He explained the Regional Plan is a draft plan and staff have no idea if it will be approved in its present form. The draft Regional Plan has gone through the public participation process but has to come back to Regional Council.
- The current MPS has no setback requirements from watercourses. Currently, when applications for water setback lots are received, staff send the application to the Department of Environment. There is no setback from the buildings other than what is in the Land Use By-Law (LUB) for property lines. Buildings could be as close as 8' from the rear property line. The nearest lot does meet the RDD guidelines for setback from watercourses.
- Under the current development agreement, the Developer is required to provide water quality testing which is to be submitted to staff in report form. Staff then forward the reports to the Halifax Watershed Advisory Board (HWAB) for their information and comment. The reports are also sent to HRM's Sustainable Environment office. This particular proposal for the seven lots was not sent to the HWAB as staff felt it would not have a major impact on Hail Pond as the subdivision is already 2/3 complete. Mr. Sampson responded to Councillor Wile regarding the proximity of the Ridge Park Lane lots to Hail Pond indicating that some of the lots in that area are close to the water; the closest one about 20' from Hail Pond. He added the dwellings on those lots would be an additional distance back. He commented that he assumed this would have been reviewed as part of the

subdivision approval by the City of Halifax in 1990.

Mr. Sampson clarified for the Community Council and residents in attendance that the work that has been done to date has been at the risk of the developer and if this application is not approved, the work would have to be redone (services possibly removed).

- The original development agreement had a plan attachment with landscape features and environmentally sensitive areas showed an area of steep slopes abutting the brook leading into Hail Pond. The areas south of Hail Pond were identified as a vegetative area that should be maintained. The trail is yet to be constructed around the south end of Hail Pond and has to be done before the property is deeded to HRM. The draft development agreement does include a clause in relation to the timing of that work. HRM would receive bonding/security as an extra insurance that the work will be done (by the Developer or HRM). Existing deficiencies on existing trail; railings need to be put in, landscaping at northern end has to be done
- In response to environmental concerns, those areas are covered off by the MPS and the original Development Agreement which were unfortunately not included in the staff report.
- Regarding concerns of visual disturbance to residents of Ridge Park Lane: there will likely be portions of the houses visible from the backyards of Ridge Park Lane. Some trees will come down as a result of this development.
- Value of land: Staff arrived at the \$65,000 figure as follows: the value is worth more in terms of work by the developer as it would cost HRM more to do the work themselves. The developer has the equipment on site on a regular basis and can cover off that cost easier. When land is sold, work needs to be done to get those lots to a sellable condition.

Mr. Sampson advised that Mr. Rob Janhncke, RPAM Planning Group, could best respond to the matter of the proposed "tower".

Mr. Rob Janhncke, RPAM Planning Group

He explained that HRM's Real Estate Policy is only applicable to lands HRM currently owns. Further, this particular park is classified as a community park (approx. 1 km). Hail Pond is a natural feature of this park and the park is for recreational use (passive). As part of the \$65,000 HRM will be approving the design by United Gulf. There will be public participation. He added the playground is not a foregone conclusion. The natural feature of the pond and vegetation play a heavy role. He further explained that the \$65,000 figure was reached with a formula using \$10 per square foot as the amount for serviced land. There will be a cost to the Developer to bring the lots to a sellable level.

Councillor Mosher requested staff explain the drop from \$120,000 (using the \$10 per square foot figure) to \$65,000. Mr. Janhncke explained the Developer has to provide a certain amount, 40-50% of the cost in this instance, to bring the lots to market ready value. That cost (40-50% of \$120,000) was deducted from the total which left the sum of \$65,000.

Councillor Mosher commented that regarding economies of scale, the \$65,000 is the cost to the developer. She requested further clarification from staff on the "value in kind/economies of scale" and added that a detailed break down of "in kind services" would be appreciated. Ms. Mary Ellen Donovan, Municipal Solicitor, advised that Legal Services could provide some changes to the wording to better explain the concept being presented.

Mr. Sampson referred the Community Council to Clause "F", page 7, in the draft amendment agreement.

MOVED by Councillor Walker, seconded by Councillor Wile that the following rider be included as an amendment to the motion:

1. **Require existing deficiencies along the Hail Pond Trail be rectified before the seven additional lots are developed.**

MOTION PUT AND PASSED UNANIMOUSLY.

AMENDED MOTION:

MOVED BY Councillor Walker, seconded by Councillor Wile that Chebucto Community Council:

1. **Approve the amending agreement, included as Attachment A of the report dated May 13, 2005 to permit seven additional lots, with no increase in overall density, in exchange for additional park infrastructure;**
2. **Require existing deficiencies along the Hail Pond Trail be rectified before the seven additional lots are developed.**
3. **Require that the amending agreement be signed within 120 days, or any extension thereof granted by Regional Council on request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.**

Councillor Hum expressed the following concerns:

- Why were staff not more prudent in negotiating more of a buffer around the watercourses such as the draft Regional Plan's recommended 100' buffer?
- Concern was expressed by the residents regarding environmental and landscaping

- requirements, have these concerns been adequately addressed?
- Is it normal for a developer to put in services before the amendments have been approved such as was done for the seven (7) lots in question?
 - Was the servicing of these lots a substantial financial investment on the part of the Developer? If so, how much was invested in the servicing of the seven (7) lots prior to the matter coming before Community Council for approval? Did this substantial investment have any bearing on the negotiations regarding the \$65,000 value placed on the lots.
 - What happens if this development agreement is not passed? What are the opportunities for the developer?

Councillor Mosher expressed the following concerns:

- Tree retention, non-disturbance and visual disturbance issues: If this amendment does not go through, what are the as-of-right potentials for the Developer? Will there be any protective measures?
- Clarification requested on the \$10 per square foot real estate value placed on the lots in question. The value was \$120,000 but staff dropped the amount by half to \$65,000. Why and how was that amount determined? Councillor Mosher requested detailed clarification on the Economies of Scale to determine the worth of the property.

Councillor Walker commented that there is an appeal process to the decision made by Community Council whether it is for or against the amendment. He added the UARB (Utility and Review Board) will have the final word on the appeal.

The vote on the amended motion resulted in a tie vote. **AMENDED MOTION DEFEATED.**

Responding to comments raised by residents during the public hearing regarding another development site, further discussion ensued on the matter of the potential for “twin towers” being developed. Mr. Sampson, Planner, as requested by Councillor Mosher, explained that a twelve (12) storey or two (2) four storey buildings are permitted uses on that particular site. He added the total population issue has been addressed but the number of units has not been indicated. The final determination on what can be developed on that site will come from the Development Officer.

MOVED BY Councillor Walker, seconded by Councillor Wile that when a development application does come forward to planning staff for that particular site that the residents of the area be notified of that development.

Councillor Walker clarified for Mr. Sampson that residents who were notified of the public hearing for Case 00647: Amendments to Development Agreement, Stoneridge on the Park Subdivision, Halifax, are the residents who are to be notified of any development application submitted for the site in question.

MOTION PUT AND PASSED UNANIMOUSLY.

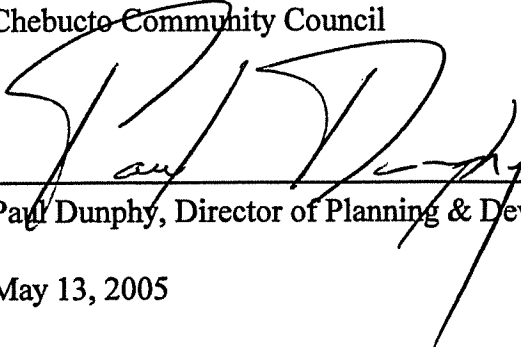
ATTACHMENT C



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
June 6, 2005

TO: Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: May 13, 2005

SUBJECT: **Case 00647: Amendment to Development Agreement, Stoneridge on the Park Subdivision, Halifax**

ORIGIN

Application by United Gulf Developments Limited to amend the existing development agreement for Stoneridge on the Park (formerly Stanley Park) to permit seven additional lots, with no increase in overall density, in exchange for additional park infrastructure.

RECOMMENDATION:

It is recommended that Chebucto Community Council:

1. Give Notice of Motion to consider an application by United Gulf Developments Limited to amend the development agreement for Stoneridge on the Park Subdivision, Halifax, and schedule a public hearing;
2. Approve the amending agreement, included as Attachment A of this report, to permit seven additional lots, with no increase in overall density, in exchange for additional park infrastructure;
3. Require that the amending agreement be signed within 120 days, or any extension thereof granted by Regional Council on request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Location and Site History:

In 1990, Halifax City Council approved a development agreement to permit a 90 acre mixed residential development known as Stanley Park in the Mainland South area of Halifax (see Map1). The five-phase development included 617 apartment units in 9 buildings, 119 townhouses, 206 semi-detached dwellings and 94 single family dwellings. An open space dedication of 14 acres was approved, consisting of a 4.5 acre multi-purpose field and 9.5 acres surrounding Hail Pond.

The agreement has been the subject of several applications to amend its provisions:

- an amendment was approved in 1995 to alter detailed residential development requirements to allow for smaller lot sizes, allow for commercial uses at the intersection of Osborne Street and Northwest Arm Drive, and alter the street layout and park configurations. This resulted in the parkland dedication being increased by 2.1 acres to a total of 16.1 acres.
- an amendment was approved in February of 2000 regarding the phasing of development
- an amendment was approved in January 2001 with regard to side yard setback requirements
- an amendment was approved in August of 2003 to allow for variations to the number and type of apartment units on each of the multiple-unit dwelling sites
- In June of 2002, an application to increase the height of the apartment building at the corner of Walter Havill Drive and Northwest Arm Drive to 17 storeys, which also proposed five single family lots along Walter Havill Drive in the vicinity of Hail Pond Park, was refused by Chebucto Community Council.

A number of the phases contemplated in the original agreement have now been completed. Some of the remaining lands were sold to United Gulf Developments Limited and these are now known as Stoneridge on the Park.

Construction underway as part of Phase 6 includes an extension of the northwestern end of Walter Havill Drive and a new cul-de-sac off the southeastern end of Walter Havill Drive. Among the remaining lands that are not yet completely developed is a multiple-unit dwelling site (known as Site C) which will front on Walter Havill Drive and back on the car wash site on Osborne Street.

Staff have noted that some deficiencies in the existing trail on that portion of Hail Pond Park which is owned by HRM. Deficiencies associated with landscaping measures at the entrances to the park and safety railings should be remedied by the developer. Staff have been in discussions with UGDL with regard to taking the necessary corrective actions and UGDL has agreed to carry out these measures at their own cost. To date, the work has not been carried out.

The Proposal:

The applicant's proposal, enabled through the amending development agreement (refer to Attachment A), consists of the following:

- Seven new single family dwellings / lots fronting on an extension of Walter Havill Drive (currently under construction), each having a minimum area of 4,000 square feet and a minimum of 40 feet of street frontage. An equivalent of three of the seven lots (approximately 12,000 square feet) would be developed on land which, under the current agreement, is proposed as parkland (Hail Pond Park)(refer to Schedule "C" of Attachment A);
- The proposed seven lots would not result in the granting of additional overall density. The overall density is limited to 26 persons per acre under the current agreement. The bulk of the remaining population (density) is reserved for the multiple-unit residential site known as Site C;
- In exchange for HRM's portion of the land area (3 lots), the developer proposes to contribute an equivalent value of \$65,000.00 towards design and construction of park infrastructure for Hail Pond Park, the design of which is subject to approval by HRM's Real Property Planning group;
- As part of the amendment package, a "housekeeping" clause was added with regard to the timing of completion of the trail around Hail Pond and the conveyance of the remainder of Hail Pond Park to the municipality.

Zoning and Enabling Policy:

The subject land is zoned RDD (Residential Development District). Section X (Mainland South Secondary Planning Strategy) of the Halifax Municipal Planning Strategy applies. The Generalized Future Land Use designation is Residential Development District (refer to Attachment B).

This application is made pursuant to Section 62B of the Halifax Mainland Land Use Bylaw which enables Council, by development agreement, in accordance with Policy 1.5.1 of Section X of the Municipal Planning Strategy, to approve a comprehensive residential development.

Public Comment:

A public information meeting was held on April 1, 2004. The minutes of the meeting are included as Attachment C. The area of property owner notification (by mail) is shown on Map 1.

DISCUSSION:

Staff has evaluated the subject development proposal in relation to the applicable policies of the Halifax Municipal Planning Strategy (Attachment B). The evaluation is detailed below.

Compatibility with RDD guidelines:

- The proposed seven lots will front on Walter Havill Drive opposite approved single unit dwelling lots and are thus compatible with these adjacent lots;
- Approval of the seven lots will result in a slight reduction in the area devoted to the multiple-unit buildings, but will not affect their eventual construction and density allocation;
- There may be a slight decrease in the current land area devoted to parkland use. The original agreement for Stanley Park was approved with a park component of 14 acres. The amendment in 1995 resulted in an additional 2.1 acres, for a total of 16.1 acres. The current proposal could result in a net loss of 12,000 square feet, or 0.28 acres, depending on the final configuration of the park parcel. However, there will still be a net increase in park area from the original 14 acres. As well, UGDL will contribute an equivalent of \$65,000 in park design and construction;
- In terms of buffering between the proposed lots and Hail Pond, the closest lot boundary would be located approximately 170 feet from Hail Pond. This is well in excess of the RDD guidelines. The proposed lots will be located much further from the pond than existing development on Ridgemark Lane and are not expected to have an impact on the pond;
- The proposed lots are within Phase 6 of the development, which has already commenced. This will have no impact on the phasing conditions of the agreement;
- As the proposed seven lots will not result in additional overall population density, there is no impact on municipal services or traffic in the area.

Conclusion:

Staff are of the opinion that the proposal is in keeping with the RDD guidelines and the policies and objectives of the Mainland South Secondary Planning Strategy and the Municipal Planning Strategy as a whole. There will be benefits to HRM in the form of \$65,000 in park design and construction with no net loss in park area based on the amount provided under the original development agreement in 1990..

In terms of the existing park deficiencies outlined above, staff will continue to work with UGDL to ensure that necessary measures to correct the situation are undertaken in a timely manner.

BUDGET IMPLICATIONS

None.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

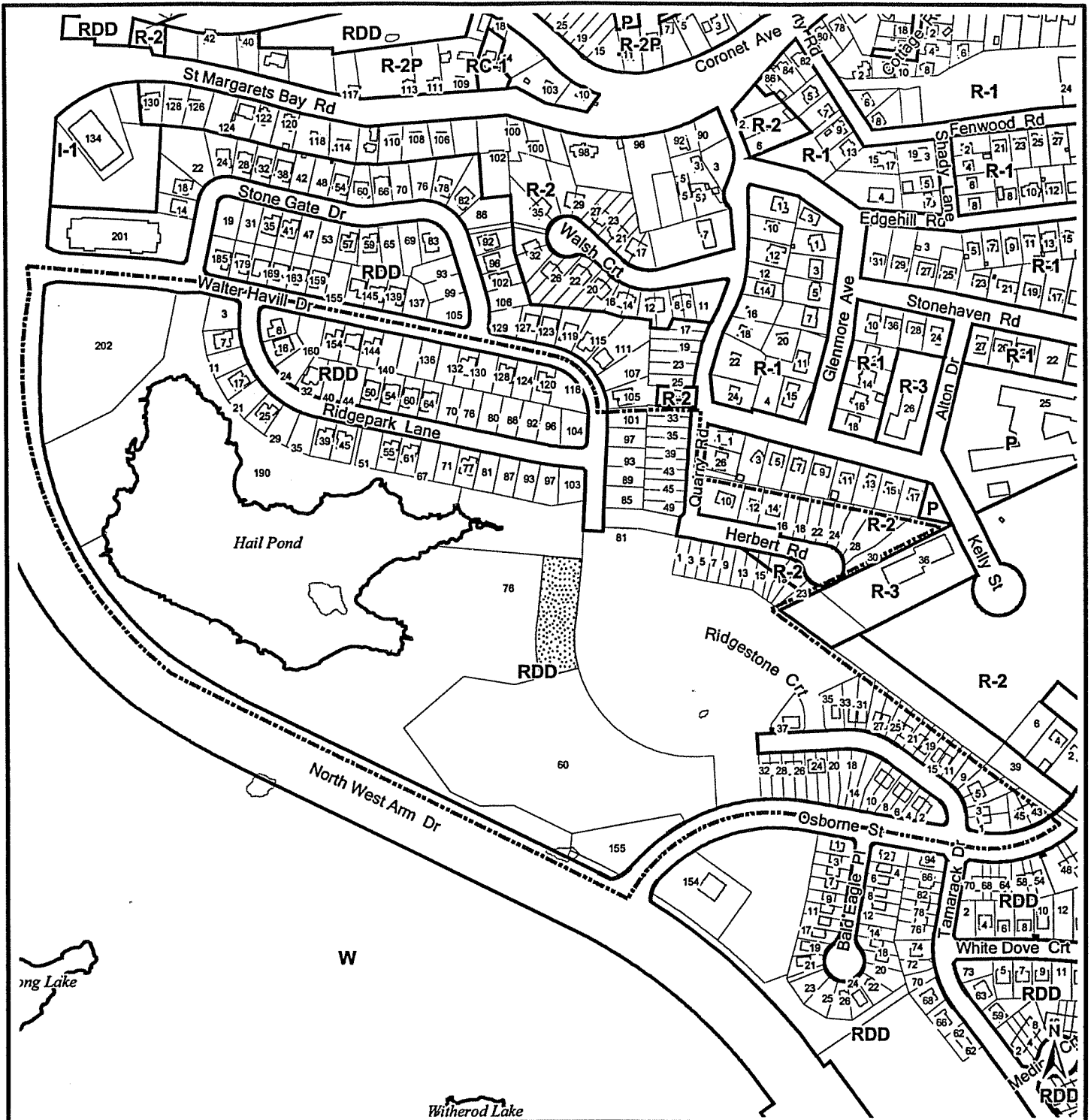
1. Council may approve the amending development agreement. This is the recommended course of action.
2. Council may refuse to amend the existing development agreement and, in doing so, must provide reasons based on conflict with existing MPS policy. This alternative is not recommended for the reasons described above.
3. Council may choose to approve the amending development agreement with modifications which are acceptable to the applicant. Such modifications may require further negotiations with the applicant and/or revisions to the attached amending agreement.

ATTACHMENTS

Map 1	Zoning and Area of Notification
Attachment A	Draft Development Agreement with Schedule "C"
Attachment B	Relevant Sections of the Municipal Planning Strategy
Attachment C	Public Information Meeting Minutes



Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Paul Sampson, Planner I, Planning and Development Services, ph.490-6259



Map 1 - Location and Zoning

Walter Havill Drive
Halifax


 Subject area
 Area of notification

Halifax Mainland By-Law Area

Zone

R-1 Single Family Dwelling
R-2 Two Family Dwelling
R-2P General Residential
R-3 Low Rise Apartment
RC-1 Neighbourhood Commercial
RDD Residential Development District
I-1 General Industrial
P Park and Institutional
W Watershed

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES

0 50 100 m


This is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland By-Law area.

HRM does not guarantee the accuracy of any representation on this plan.

Attachment A

THIS AMENDING AGREEMENT made this day of , 2005
BETWEEN:

UNITED GULF DEVELOPMENTS LTD

a body corporate, in the County of
Halifax, Province of Nova Scotia,
hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS North American Real Estate Limited and the City of Halifax have previously entered into a development agreement (Municipal Case #5419) for the Stanley Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use Bylaw recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the "Existing Agreement").

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Halifax City Council on May 11, 1995 (Municipal Case #5419), the said agreement being recorded at the Registry of Deeds at Halifax in Book 5749 at pages 1249 - 1254 (hereinafter called the " First Amending Agreement").

AND WHEREAS an amendment to the First Amending Agreement was subsequently approved by Chebucto Community Council on February 14, 2000 (Municipal Case #00183), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6546 at pages 1113 - 1116 (hereinafter called the " Second Amending Agreement").

AND WHEREAS an amendment to the First Amending Agreement was subsequently approved by Chebucto Community Council on January 15, 2001 (Municipal Case #00317), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6708 at pages 1003 - 1005 (hereinafter called the " Third Amending Agreement").

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Chebucto Community Council on August 25, 2003 (Municipal Case #00582), the said

agreement being recorded at the Registry of Deeds at Halifax in Book 7475 at pages 395 - 397 (hereinafter called the "Fourth Amending Agreement").

AND WHEREAS North American Real Estate Limited has conveyed certain properties within the Stanley Park Residential Development to the developer.

AND WHEREAS the Developer has requested a further amendment to the First Amending Agreement and the Existing Agreement;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting on the day of , 2005, referenced as Municipal Case Number 00647 (hereinafter called the "Fifth Amending Agreement");

THEREFORE in consideration of the benefits accrued to each party from covenants herein contained, the parties agree as follows:

1. Schedule C (Plan #001 filed in the Halifax Regional Municipality Planning and Development Services as Case #00647 (Plan #00647-001)) attached hereto shall form part of the Existing Agreement.
2. Section 10 of the First Amending Agreement shall be amended by adding clauses (e), (f), (g) and (h) to read as follows:
 - (e) Notwithstanding clauses 3 (c) and 5 of the Existing Agreement and clauses 1, 2, 10 (a) and 10 (c) of this agreement, seven (7) R-0 single family dwellings / building lots shall be permitted along Walter Havill Drive as shown on Schedule C of the Existing Agreement (Plan #00647-001). The boundaries of Hail Pond Park (Park E) and Site C shall be revised accordingly. Development of the seven lots shall comply with the requirements of clause 3 (ha) of the Existing Agreement.
 - (f) The Developer agrees to contribute an equivalent value of \$65,000.00 worth of resources towards the development (design and construction) of Hail Pond Park (Park "E"), which shall be designed by a qualified professional and constructed as per the HRM Park and Open Space Planning Guidelines. The Developer agrees that the design and detailed cost estimates shall be submitted to HRM and reviewed and approved by the Development Officer, in consultation with HRM Real Property Planning. The Developer shall supply a security deposit in the amount of \$71, 500.00 (110 percent of the \$65,000.00) prior to the final subdivision approval of any of the proposed 7 lots. The security deposit shall be in the form of a certified cheque or letter of credit issued by a chartered bank to the Development Officer. Should the developer not complete the park development (design and construction) as outlined above within twelve months of the subdivision approval of any of the 7 lots, the Municipality may use the deposit to complete the park development as set out above. Any

unused portion of the security deposit shall be returned to the developer upon completion of the work in accordance with the approved design.

- (g) In addition to the requirements of clause (f) above, the Developer shall construct a trail around Hail Pond as shown on Plan No. P200-20332 of Case No. 5419. The trail design shall be such that it allows for fish passage where it crosses the outlet of Hail Pond. The Developer agrees that the design and detailed cost estimates shall be submitted to HRM and the final design and location shall be determined and approved by the Development Officer in consultation with HRM Real Property Planning and the Development Engineer. No Occupancy Permit shall be issued for any multiple-unit building on Site C / Phase 3C (Parcel S3-AB1, PID# 41163932) unless:

(i) the construction of the trail around Hail Pond is completed to the satisfaction of the Development Officer / Real Property Planning and the remainder of Hail Pond Park is conveyed to the Municipality following the completion of the trail and park development outlined in clause (f), or

(ii) the Developer supplies a security deposit in the amount of 110 percent of the estimated cost of completing the trail and the remainder of Hail Pond Park is conveyed to the Municipality. In this event, the trail is to be completed by the Developer within 12 months of the provision of the security deposit or the Municipality may use the deposit to complete the trail as set out above. Any unused portion of the security deposit shall be returned to the developer upon completion of the work in accordance with the approved design.

All other terms and conditions of the Existing Agreement and the First Amending Agreement shall remain in full force and effect.

Time shall be of the essence of this Fifth Amending Agreement.

This Fifth Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals
as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) **UNITED GULF DEVELOPMENTS LIMITED**

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) Per _____

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) Per _____

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) **HALIFAX REGIONAL MUNICIPALITY,**

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Mayor

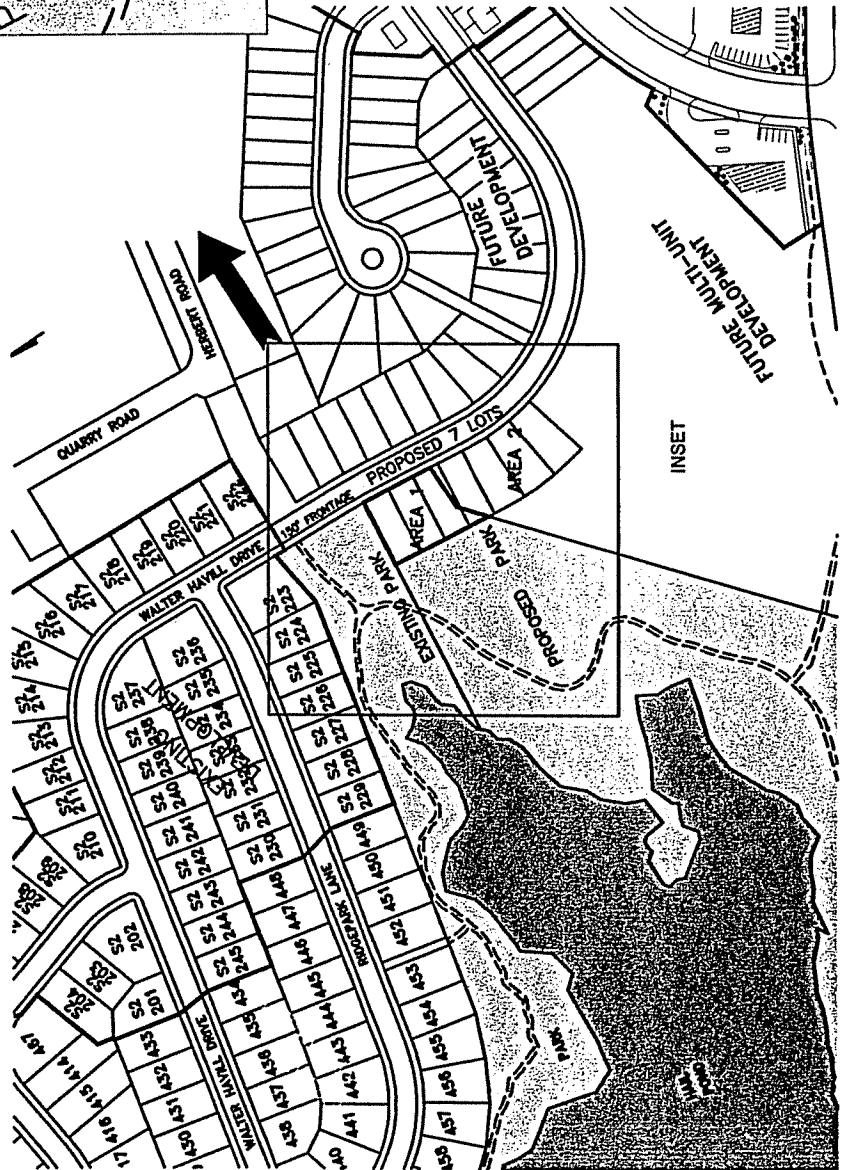
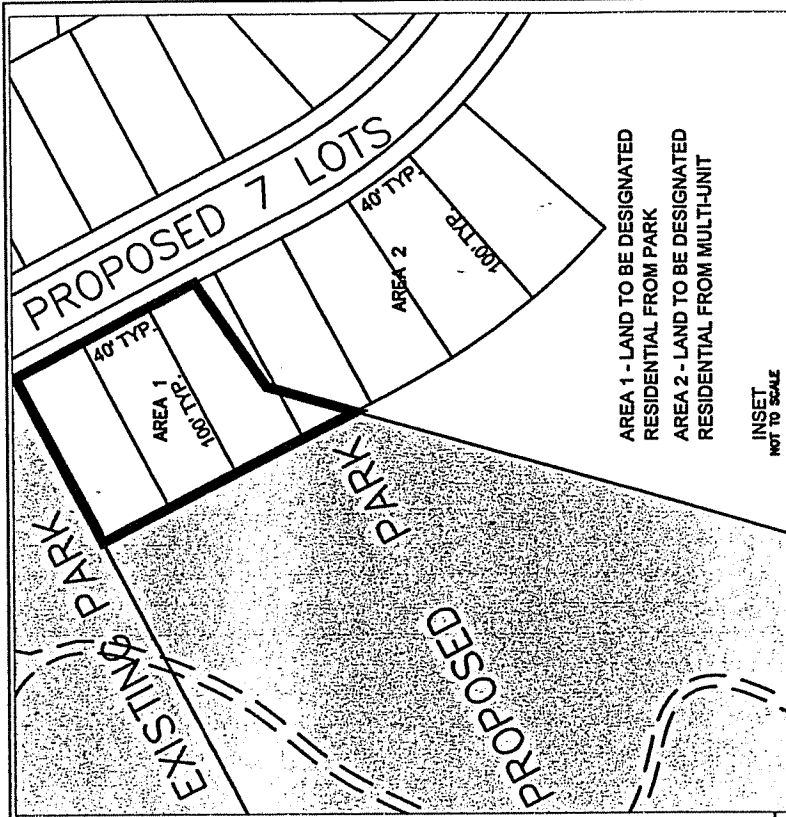
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) Per _____

Municipal Clerk

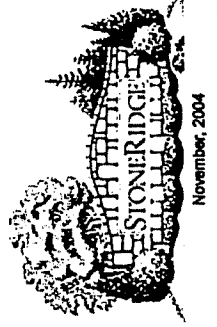
STONERIDGE ON THE PARK

PROPOSED LAND USE CHANGE



United Gulf Developments Limited

100, Bedford Highway
St. John's, NL A1A 1A1
Tel: (709) 453-7773
Fax: (709) 453-7773



Attachment B

Applicable Sections of the Halifax Municipal Planning Strategy

Section X (Mainland South Secondary Planning Strategy)

1. RESIDENTIAL ENVIRONMENTS

Objective The development and maintenance of Mainland South as a predominantly residential area with a diverse mixture of family and non-family housing.

1.5 Areas designated as "Residential Development District" on the Generalized Future Land Use Map shall be residential development areas planned and developed as a whole or in phases under a unified site design, providing a mixture of residential uses and related recreational, commercial and open space uses, with an emphasis on a mix of dwelling unit types.

1.5.1 Pursuant to Policy 1.5, the Land Use Bylaw shall provide a new zone, the Residential Development District, within which "Low-Density Residential" development and public community facilities shall be permitted and other development shall be permitted only under the contract development provisions of the Planning Act and the requirements in Schedule I.

SCHEDULE I
GUIDELINES FOR RESIDENTIAL DEVELOPMENT DISTRICT

Pursuant to Policy 1.5.1, contract development in any area designated "Residential Development District" on the Generalized Future Land Use Map must conform with the following guidelines:

Uses Which May be Permitted

1. Residential Uses
2. Community Facilities
3. Institutional Uses
4. Neighbourhood Commercial Uses
5. Commercial Convenience Centres.

Site Development Guidelines

5. Residential

- a density of twenty-two persons per gross acre shall be permitted. Proposals in excess of twenty-two persons per gross acre may be considered provided that no development shall exceed the capacity of existing or proposed sewers. In calculating the permissible density of any project, the capacities available to the drainage area shall be considered.
- no more than 15 percent of any area covered by a development agreement may be developed for apartment uses including the building(s), ancillary parking, open space, and landscaping.
- the design and layout of the portion of new residential developments abutting existing residential areas shall endeavour to protect the character and scale of these areas by attention to such matters as use of open space, landscaping, and ensuring adequate transition between areas of differing building forms and densities.

6. Commercial

- neighbourhood commercial uses are permitted at or near the intersection of local streets, and on the ground floor of high-density residential buildings. In addition, consideration may be given for a commercial convenience centre, except in the RDD areas generally west of the Herring Cove Road and south of Leiblin Drive. The amount of gross leasable space may be limited to ensure that the development primarily serves the adjacent neighbourhoods. The intent is to provide for a range of uses such as retail, rental and personal service, household repair shops, service stations, restaurants and office uses. The additional matters to be considered are found in the guidelines of Policy 3.7 of Section II.

Landscaping and Open Space

7. At least 5 percent of the area of the district development must be useable, landscaped, open space.
8. No residential or accessory building shall be constructed within 50 feet of any lake, watercourse, or water body. No commercial or accessory structure shall be constructed within 100 feet of any lake, watercourse, or water body.
9. Any proposal to construct a community facility or institutional use within 100 feet of the water's edge should ensure, through the use of landscaping or other means, that adverse effects on water quality will be avoided or ameliorated during and after construction.

10. A landscape plan shall be submitted as part of the approval process and the preservation of natural amenities, including rock outcroppings, groves of trees, mature trees, ponds, streams, shores, and wetlands should be preserved whenever possible.

Circulation

11. Access to arterial or collector streets should be such that additional traffic along local streets in residential neighbourhoods adjacent to the development is minimized.
12. Where common parking areas are provided, they should be so aligned as to restrict through traffic.

General

13. The minimum required site size for a contract within this area shall be three acres.
14. Municipal infrastructure must be adequate to service any proposed development.

Attachment C

**Public Information Meeting Minutes
Case 00647
April 1, 2004**

In attendance: Councillor Adams
Councillor Mosher
Paul Sampson, Planner, Planning & Development Services
Jaime Smith, Planner, Planning & Development Services
Tom Crouse, Real Property & Asset Management
Gail Harnish, Planning & Development Services
Kevin Riles, Vice-President, United Golf Developments
Don Mason, Principal Engineer and Planner for AMEC

Mr. Paul Sampson called the public information meeting to order at approximately 7:00 p.m. at the Captain William Spry Centre.

Mr. Sampson advised the purpose of the meeting is to discuss an amendment to the development agreement for Stoneridge on the Park to allow for the exchange of a piece of land that is currently designated as HRM parkland and to allow for a total of seven lots. Three of the seven lots would be within the area designated as HRM parkland. There may be a possibility for park improvements.

Ms. Sampson reviewed the process to amend a development agreement. The request has been forwarded to different departments for comment. The key one in this instance is Parkland Planning. We will prepare a report with a staff recommendation, which will include a draft development agreement, for Chebucto Community Council. There is an opportunity following Council's approval or rejection for appeals to the N.S. Utility and Review Board.

Mr. Sampson, referring to a site plan, pointed out the area in question. He also pointed out an area of existing development, much of which is now under construction. Area 2 is designated as Parkland at the moment but is the area being proposed for lots. An area marked for future development on the other side of the street is undergoing final subdivision approval. He pointed out the area being proposed for the seven lots.

Mr. Kevin Riles stated they have been developing Stoneridge on the Park for a few years. They started as you come in on Walter Havill Drive with a thirty-six unit four storey building called the Stonebury. They just completed a ten storey building called the Roxbury. The area shown in dark brown is the first phase of a residential subdivision with single family homes. They recently completed Phase 2 with single family homes. Phase 3 involves a cul de sac and the final phase is for a twelve storey building. The existing development agreement allows them to build one twelve storey and two four storey buildings. The final phase is the potential connection onto Osborne Street.

Mr. Don Mason pointed out the area developed by Mr. Havill, as well as the area being developed by United Golf. The market changed from the time of the original approval, such that the houses and lots are smaller. There are fewer houses built on the parcel shown in dark brown than was originally perceived. He pointed out the two condominiums referenced by Kevin Riles. This green piece (pointed out on map) is parkland. Within that there was seen to be a walkway around that whole area and a linkage over here (pointed out on map). At the time it was developed, not enough was known about the details in here and the frontage was left arbitrarily. Now that there has been considerably more detail done on the planning and integration, there is a scheme for a long parkland walkway that would work its way over to here. He pointed out a relatively steep area as well as a relatively flat area which was seen to be a reasonable exchange.

Mr. Mason indicated the benefit of the proposal is that the public would have better useable park space and referencing a map pointed out an area which would not be developed with lots. He pointed out the location of the ten storey multiple building, as well as a tower and a couple of four storeys buildings.

Mr. Mason noted that when this project came about, the walkway was specifically designed for HRM Environment Services as a buffer to prevent siltation from going into the lake. The section by the tower was raised to make definite boundaries to keep in its geotechnical material to prevent silt from going into the pond which worked out successfully. It was pointed out to them that there is still a 1-2' difference in grade. The commitment was made that this section (pointed out on map) would be regraded to make it easier for walking. He pointed out a piece of walkway scheduled to be built, noting there is to be a connection down by the carwash. For various construction reasons that got deferred but he felt the timing is coming up pretty soon for this piece to be regraded, this piece to be constructed, and back here to be constructed (areas pointed out on map). There is still room for the walkway between the boulder and the grading and the public right-of-way. It was his understanding it would be worked into the construction schedule.

Mr. Mason pointed out the area of park frontage once the walkway went down the hill. This frontage was not considered as valuable for parkland such that there was an opportunity to put some housing units along here. With this small piece of land they can put three lots on existing park frontage and some that would come off this side (pointed out on map). They talked to the CPTED section of Police, which is a new service offered by HRM for new developments, which has to do with security of public places. They pointed out it would be nice to have some eyes along here (pointed out on map) looking at this piece that ran down to the pond.

Mr. Mason pointed out the area of land to be swapped and the piece to be set up for lots. It was seen to be more friendly. On the basis of this area being 12,000 sq.ft., it was reasonable to suggest that swap be the same amount of land so they increased it to 17,000 sq.ft.

Mr. Mason stated they went through an extensive application. Water and sewer service as well as storm drainage details were previously worked out and are not impacted. It is not a big project.

Mr. Sampson advised that the Parkland Planning section of Real Property & Asset Management has looked at this and the possibility of a land swap. They are certainly open to your comments on that aspect. They also suggested another possibility would be to put some dollars into park improvements instead of a land swap or it could be a combination of both. Parkland Planning is looking for comments in terms of what kind of park improvements they would like to see. The area that would be taken away from the park component along that street is about three lots. It would still leave 150' of frontage along that street for entry into the park.

Ms. Esther Enns, 61 Ridge Park Lane, indicated the residents in Stoneridge were led to understand there would be a path going around but that there would be no further development of housing on the pond. This issue came up in June of 2002 in conjunction with the discussion on raising the height of the condominium to seventeen storeys, and there was quite vocal opposition to the two issues on the table; increasing the height to seventeen storeys and the extension of residential properties along the pond. They were very pleased the developer moved the condominium back to the lower level they were originally entitled to, and that the lots on that side of the pond were off the table. She questioned why they were seeing the proposal again.

Mr. Mason stated the developer is entitled to bring it back. It is an application for a different amendment.

Ms. Enns said she stood by her sentiments expressed in June of 2002.

Mr. Jim Connolly, 61 Ridge Park Lane, questioned the style of house proposed for Lot 450. It was responded it would be a detached single family dwelling.

Mr. Mason advised these lots are set up in the same manner.

Mr. Connolly stated he would look at the structure, not the lot, and wanted to see what would be in his field of vision. It changes the lakefront. In conjunction with the water quality issues raised a couple of weeks ago, the phosphoreus levels in the lake are up which may be the result of fertilizer run-off. He was not convinced it was in the best interest of the park to have more fertilizer running into the pond off the grass. By having houses on the other side of the lake only, it created a bit of a buffer.

Mr. Mason referenced an area on the map which was used as a wetland that is the buffer for things like phosphoreus.

Mr. Connolly referenced comments by Ms. Enns when she questioned why we are dealing with this. The community said in June of 2002 that this was not an acceptable thing. In response it was said it is the legal right of the proponent to come back as often as they want. If the contract between HRM and the developer is opened for an amendment, they should also be allowed to add their own amendments. Every time they ask about something happening, the response is that it is as-of-right and they are locked into the contract. It seems that only the proponent can ask for amendments. If

they are going to put those houses in there, then they should ask the developer to take full responsibility for the quality of the water. He understood tests are being undertaken and if they show the lake is going in decline, there are no consequences. If the contract is opened up, it should be opened up for both sides.

Councillor Mosher referenced a community meeting on March 24th, after which they asked HRM to do its own testing. A letter will be hand delivered by HRM staff to all the homes on Stoneridge as well as abutting streets in Stanley Park. Our findings were that somebody put a bag of dog feces by the outfall in the storm drain. The developer should not be responsible for that type of issue. They will include a fact sheet, they will be putting garbage bins along the trail, and installing "pick-up after your dog" signs. They will try to monitor that and ensure it does not happen again. If there are people deliberately doing things that affect the results of the lake, how can one person take responsibility for an action that happens beyond their control? She did not think they can force them to do that.

Mr. Riles indicated that in response to why they are bringing it back, when they originally looked at the development agreement they were able to build a twelve storey building as-of-right. There was a lot of concern about the request for the seventeen storey building. He did not recall as much concern about Hail Pond. Based on the concerns of residents, they lowered the height. In here (pointed out on map) they could have built a much more dense development. It is basically more open. The same thing with the trail development. If Community Council does not agree with this proposal, they will build as is. There is an opportunity based on the police review for crime prevention, an opportunity for swapping of land and a potential to put money into the park. They agreed to put \$30,000 more into the trail system because they want a better development. Their company probably does more developments around lakes and waterbodies than any other developer in Nova Scotia. Their water testing procedures are very advanced. They will be coming back to the Watershed Advisory Board next. There was a bag of dog feces that spiked the results. They felt there was an opportunity in terms of safety and potential recreation development to do some nice things. As for opening up the contract, the whole way through they have gone beyond the requirements of Council.

Ms. Linda Miller, 51 Ridge Park Lane, stated they purchased their lot three years ago and have been living there for two years. They were told initially there would be a four storey apartment building across the pond and not twelve storeys. At the meeting in June of 2002, there was quite a bit of vocal discussion about putting a development on that side of the pond. They chose their home site very carefully and they were told they would have parkland within their sight line.

Ms. Miller said the issue of security is a non-issue. Most of them on the street are very aware of what is going on. She did not see how seven new homes will increase their security. This was voted on once and was turned down. Also, this was her dream home. She did not want to look at a lot more homes plus an apartment building.

Mr. Sampson advised that we are talking about seven lots but clarified we are only looking at three lots being on the parkland portion. He questioned whether they want single family homes along the street or a larger piece of parkland and a multiple unit development.

Ms. Miller said it was her dream for no more apartments and more residential lots.

It was clarified that the net park increase of 5000 sq.ft was the size of one lot.

Ms. Joanne MacKeen, 50 Ridge Park Lane, said it was difficult for them to get excited about this when they don't know what the plans are for that piece of parkland. She questioned what they are really gaining. She thought what they are gaining are contractors on their street and more garbage for that much longer and more traffic. If the construction going on now was not so messy and the trucks were not moving so quickly it would probably be easier for them to agree with this, but she was totally against it. She questioned what the plans are for that extra 5000 sq.ft. They are still trying to find out where a playground is supposed to go in that area.

Mr. Sampson responded they are here tonight to find out what it is they want to see. If they do not want to see the three lots, then that is a legitimate comment. If they don't mind the three lots being developed, then what would they like to see in exchange for that in terms of whether it be extra land somewhere else or park improvements?

Ms. Nancy Wooden indicated she did not live in the area but used to represent the area as a City councillor. When she looked at the lots they are asking for, she wondered what they are giving up and gaining monetarily. It does not look like anybody wants to build a playground on that land. Maybe a playground should be found somewhere else in that development that does not impact on the pond and that you do this but also get a playground.

Mr. Mason stated that in terms of construction, this section here (pointed out on map) is perhaps coming under development this summer. Reference was made to additional truck traffic. While this piece is being developed, it is easy to do this at the same time and it is the same construction program. At the present time, the entrance to the whole thing is here and it is later on that it is connected back onto Osborne Street.

Ms. Wooden asked for confirmation that they are connecting Osborne Street with Walter Havill Drive.

Mr. Mason responded eventually; it has always been on the plan. This street has been proposed for ten years.

Ms. Wooden indicated they were told two weeks ago that street would not be punched through.

Mr. Riles stated there is no doubt that having those lots in there to develop is valuable. What they saw was the potential for a swapping and gaining 5000 sq.ft. of parkland. There is a value associated

with that and that value goes back into the subdivision. The original development agreement done years ago calls for that connection but as a developer they would prefer not to see that connection. The connection is not until Phase 4. They are working with the councillor and the local transportation people to try and not make that connection.

Ms. Jagoda Mankowski, 47 Feldspar Crescent, said she would like to see a green area in the future between the highway and this area. She questioned where the 5-10% parkland is they were supposed to give when they developed the area. Is it included in this area already? They are not talking about only this area but the entire city. They have an opportunity when they develop to think about playgrounds for the children, bikes, and bus stops. There is no area where the children can play. For her this is a beautiful area.

Ms. Mankowski referenced the Tim Hortons and indicated it is very hard to exit from this area. The exit is too short. All those trucks are stopping there and having tea in the morning. They should think about the entire area and maybe put in a day care or a small library. She felt there should be a connection with the bus. If somebody has a problem with their car, what can they do?

Mr. Riles advised there is a maximum of 26 persons per acre. The magic number is 1465 people. When this is built out, the standards get to the point where you qualify for bus service. You might not have enough people with just one phase. There can be commercial in the bottom of the twelve storey building. One of the things they are looking at is having a day care to serve the subdivision. One of the challenges HRM faces is that they get the piece of parkland (the developer is required to contribute 5% for parkland) and then HRM needs the money to build the infrastructure. If this request is not approved, they will build a nice twelve storey building and a cul de sac and this will remain as a park but this is a good opportunity to think about doing the swap. They want the value of the land to go into the community. That is the value of having the discussion to see what the community wants.

Ms. Christine Smith questioned what kind of forest it is. Also, what kind of model they are using for stormwater and where will it go. There will be a lot of drainage. She wanted to know where the stormwater would go from this development, what is there presently, and the type of forest cover. She wanted to find out where this is in respect to Long Lake and McIntosh Run. She felt this would flow into McIntosh Run which is a stream people have been trying to protect for decades.

Mr. Mason responded the model is dictated by HRM and is standardized throughout the area. All the detailed calculations were done prior to anything starting and is a separate element of the approval process. In each phase, there has been less development than in the original calculations. The run-off comes from this subdivision to the pond through one exit point here and the second one here (pointed out on map). One deals with this area and one deals with the greater area.

Councillor Adams questioned whether the stormwater drainage would be affected if this proposal is approved.

Mr. Mason responded no. In general terms, it is less than the original calculations and the number of units.

Councillor Adams pointed out the purpose of tonight's meeting is to deal with the proposal before us and to see what impacts it has, if any, and focus on them. Since this proposal does not affect existing systems, he suggested they move on.

Mr. Riles stated they have been developing in here for 4+ years and there has been monitoring in great detail by HRM. The results go to HRM. Other than the dog feces issue, they never had a problem. As part of the development agreement, as they move forward, they have to monitor the lake four times. In the last four years, the results of the stormwater and water quality testing have gone to HRM and is reviewed by the Watershed Advisory Board (WAB).

Ms. Smith said she was a member of the WAB and did not see the report.

It was indicated that it would be made available to the Department of the Environment, the residents, and the WAB.

Ms. Enns said the proponents are hoping they can influence the residents to be sympathetic to this proposal, and they have been hearing about the benefits of this particular development. For clarification she needed to know the alternatives. She questioned what they are facing if this is not approved.

Mr. Riles responded that if the proposal does not move forward, Area 2, which is 12,000 sq.ft., remains as is. He pointed out an area where there would be fourteen lots for multi-family which is part of Site C. They are going to look at doing a cul de sac first. They are not going to build three buildings. If this is not successful, then that becomes part of their design which is three-quarters of an acre. If it is not approved, it remains part of that multi-family site.

Mr. Sampson encouraged that suggestions be made for possible alternatives. There was a comment made earlier that they would like it to stay as park.

Ms. Enns commented they have a very unique amenity. They have a residential development on that side of the pond and a residential development coming out this way. It is fairly pristine as it can be in an urban setting but still a natural wild setting separated by the North West Arm Drive which goes into a Provincial park. This development will discourage that. She questioned what options are available to maintain that natural environment. Is there something else they could do to make them happy and allow the residents to enjoy this natural setting that goes across into Long Lake Park?

Mr. Riles indicated they have come back to the community several times. They could have kept going and built Site C. Parkland Planning needs some feedback to look at the various options. They need a decision to determine how to utilize that three-quarters of an acre. They are at the design phase now.

Mr. Mason noted they would finish the landscaping as they finish up with the Roxbury so in the spring and summer of this year they will see the major work done towards the trail. They are putting the money towards that regardless.

Ms. Dorothee Conrad, 20 Honeydale Crescent, questioned whether they still had to do some blasting. She felt it would have an affect on the lake.

Mr. Riles responded that he would like to say no but this is a tough site. Any blasting is an inconvenience but for the most part felt that the blasting done here, compared to many other sites in the Municipality, was not that bad. There will have to be blasting; there is a lot of rough rock.

Mr. Jim Connolly, 61 Ridge Park Lane, stated the person who sold them their house lied to them and grossly misrepresented the towers. The fact that they are asking them to trust them now rings hollow.

Mr. Connolly referenced the water quality. If the testing is adequate, then he felt as part of this application they should agree to take responsibility for what might happen to the pond as a result of this application.

Mr. Mason stated the responsibility is there during the construction period for that very thing and that is why HRM required a berm along here (pointed out on map). It worked.

Mr. Connolly responded he disagreed and indicated that about 25% of the pond filled up on December 25th when the berm failed.

Mr. Mason questioned whether that was reported. It was responded that nothing can be done until the snow leaves.

Mr. Mason stated the berm is in general effective.

Mr. Riles indicated that is why they have Watershed Advisory Boards. They included testing for phosphorous even though it is not part of the standard. The dog feces incident was the first time in four years they were approached. That is why we have these processes to make sure the lake is protected. They cannot categorically say there will never be a problem. What they can say is that they work with the residents and staff.

Mr. Riles further indicated that in terms of construction, there are guarantees and penalties. As a developer, the last thing they want is the bad press that goes along with building roads.

The meeting adjourned at approximately 8:15 p.m.